

1 BILL NO. R-82-09-34

2 RESOLUTION NO. R-

48-82

3 A RESOLUTION authorizing the City of
4 Fort Wayne to continue financing on
5 an interim basis the purchase of
6 Puritan Utilities, Inc., Diversified
Utilities, Inc. and Maplewood Park
Utilities, Inc. (Inbalco).

7 WHEREAS, an Agreement for the Purchase of Assets
8 (Purchase) has been executed between the City of Fort Wayne and
9 Puritan Utilities, Inc., Diversified Utilities, Inc. and
10 Maplewood Park Utilities, Inc. (more commonly known as Inbalco)
11 on the 29th day of April, 1981; and

12 WHEREAS, the City of Fort Wayne proposes to sell
13 1982 Revenue Bonds (Utility Project) for capital expenditures
14 for water and sewer improvements for the permanent financing
15 of the Purchase when bond market conditions improve and statutory
16 procedures are completed; and

17 WHEREAS, the City of Fort Wayne did borrow the sum
18 of Three Million Seven Hundred Thousand Dollars (\$3,700,000.00)
19 on July 27, 1981 from the Lincoln National Bank and Trust Company
20 of Fort Wayne pursuant to a promissory note and security agreement
21 of said date for interim financing of the Purchase; and

22 WHEREAS, all but One Million Four Hundred Forty
23 Thousand Dollars (\$1,440,000.00) of said interim financing
24 has been repaid and said One Million Four Hundred Forty Thousand
25 Dollars (\$1,440,000.00) is to be repaid by the above noted 1982
26 Revenue Bonds; and

27 WHEREAS, a condition precedent to issuing said Bonds
28 is approval by the Public Service Commission which held a hearing
29 on August 27, 1982; and

30 WHEREAS, the City of Fort Wayne needs to continue
31 interim financing of the One Million Four Hundred Forty Thousand
32 Dollars (\$1,440,000.00) until the sale of said Bonds and delivery

1 Page Two

2
3 of same to the purchaser which should take place on or before
4 November 30, 1982 and the Lincoln National Bank and Trust Company
5 of Fort Wayne is willing to loan to the City of Fort Wayne
6 One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00)
7 for said period of time, said loan to be evidenced by a promissory
8 note. Said promissory note to bear interest at seventy-five
9 percent (75%) of the prime commercial rate of said Lincoln
10 National Bank and Trust Company, but at a rate not less than
11 eleven and one-half percent (11.5%).

12 NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL
13 OF THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That the City of Fort Wayne is authorized
15 to borrow the sum of One Million Four Hundred Forty Thousand
16 Dollars (\$1,440,000.00) from the Lincoln National Bank and Trust
17 Company of Fort Wayne for a period not to exceed the 30th day
18 of November, 1982, bearing interest at seventy-five percent
19 (75%) of the prime commercial rate of said Lincoln National
20 Bank and Trust Company, but at a rate not less than eleven
21 and one-half percent (11.5%), pursuant to the substantially final
22 form of said promissory note attached hereto, with such changes,
23 not altering the form or substance, as may be determined by the
24 Mayor, and said note and other documents deemed necessary to
25 conclude the transaction are hereby authorized to be executed
26 by the Mayor of the City of Fort Wayne and the Clerk of the
27 City of Fort Wayne.

28
29
30
31 APPROVED AS TO FORM
AND LEGALITY

32 *Bruce O. Boxberger*

Bruce O. Boxberger, City Attorney

Mark C. G... ..
Councilmember

Read the first time in full and on motion by GiaQuinta, seconded by Brady, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-14-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Brady, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-28-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 9-48-82 on the 28th day of September, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 1982, at the hour of 11:30 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 29th day of Sept 1982, at the hour of 2 o'clock P. M., E.S.T.

AUDITOR'S OFFICE

F I L E D

OCT 4 1982.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. R-82-09-34

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
~~XXXXXXXXXX~~ A RESOLUTION authorizing the City of Fort Wayne to continue
~~ORDINANCE~~ financing on an interim basis the purchase of Puritan Utilities, Inc.,
Diversified Utilities, Inc. and Maplewood Park Utilities, Inc.
(Inbalco)

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

VICTOR L. SCRUGGS

DONALD J. SCHMIDT

Mark E. Giaquinta

Paul M. Burns

James S. Stier

Victor L. Scruggs

D Schmidt

6-28-82
DATE: _____
CONSIDERED BY
CHARLES W. WESTERMAN, CITY CLERK

\$1,440,000.00

Fort Wayne, Indiana
August 20, 1982

The Maker, City of Fort Wayne, Indiana, a municipal corporation, promises to pay to the order of Lincoln National Bank and Trust Company of Fort Wayne, payee, at its main office in Fort Wayne, Indiana, the sum of One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00), together with interest thereon from date until maturity at the rate per annum which is equal to seventy-five percent (75%) of the payee's prime rate, but in any event no less than eleven and one-half percent (11-1/2%), with costs of collection and attorney's fees, and without relief from valuation or appraisement laws, on or before October 29, 1982. The rate of interest shall change from time to time effective on the same day with a change in said prime rate.

"Prime Rate" means the Bank's published interest rate the Bank charges for 90-day unsecured commercial loans at Fort Wayne, Indiana, to large corporate customers of the highest credit standing.

Notwithstanding anything herein to the contrary, this Note is payable solely from (a) revenues from City of Fort Wayne Water Pollution Control Utility and Water Utility, (b) proceeds (Bond Proceeds) received by the Maker from the sale of City of Fort Wayne 1982 Revenue Bonds (Water Works Project) to be sold by the City within 1982, and (c) in the event the escrow account (as defined in that certain Escrow Agreement executed on or about July 27, 1981, between Inbalco and City of Fort Wayne) is not delivered to Inbalco, from such escrow account. This Note does not now or shall it ever constitute a charge against the general credit or taxing power of the City of Fort Wayne, Indiana.

This Note is secured by a Security Agreement of even date herewith.

Upon default under this Note, whether by lapse of time, acceleration or otherwise, the holder may exercise from time to time any and all rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Indiana. Proceeds of any disposition or realization of any security may be applied by the holder to the payment of such of the liabilities of the Maker to the holder, and in such order of application, as the holder may from time to time elect. No single or partial exercise by the holder of any right or remedy shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

Maker hereby waives all presentment, demands, notices and protests and waives all defenses by reason of, and consents to, any one or more extensions of time for payment or other indulgences, renewals, or compositions granted or permitted by the holder. The holder shall have no duty as to the collection or protection of security or any income thereon or of any other rights pertaining to security beyond the safe custody of any thereof which may be in its possession. Maker assumes all obligation and risks of determining, protecting, exercising and enforcing all rights pertaining to any security. The waiver of any default, or the remedying of any default in a reasonable manner, shall not operate as a waiver of the default remedied on any subsequent occasion or of any other prior or subsequent default.

The loan evidenced hereby has been made and this Note has been delivered in Indiana and shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be duly executed by its duly authorized officers as of the date first above written.

ATTEST:

By: Charles W. Westerman
Charles W. Westerman, its Clerk

CITY OF FORT WAYNE, INDIANA

By: Win Moses, Jr.
Win Moses, Jr., its Mayor

PROMISSORY NOTE

\$1,440,000.00

Fort Wayne, Indiana
August 20, 1982

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ATTEST:

CITY OF FORT WAYNE, INDIANA

By: Charles W. Westerman
Charles W. Westerman, its Clerk

By: _____
Win Moses, Jr., its Mayor